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8 Bleier & Cox, LLP
9

10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**
12

13 DEON L. THOMAS,

14 Plaintiff

15 v.

16 BLEIER & COX, LLP; et al.,

17 Defendants
18
19
20
21

) Case No.: 2:11-cv-04428 AMH(OPx)

)

) **JOINT RULE 26(f) REPORT &**
) **PROPOSED DISCOVERY PLAN**
)

) Scheduling Conference: 10/3/2011

) Time: 1:30 p.m.

) Courtroom: 14

) Judge: Hon. A. Howard Matz
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1 Pursuant to Federal Rule of Civil Procedure Rule 26(f), the parties having meet and
2 conferred per local and federal rules, submit the following Joint Rule 26(f) Report and
3 Proposed Discovery Plan.
4

5 **A. A short statement of the claims, counterclaims, and affirmative defenses, not to**
6 **exceed three (3) pages.**
7

8 Plaintiff Deon Thomas ("Plaintiff") alleges that Defendant Bleier & Cox, LLP
9 ("Bleier & Cox"), Co-Defendant NCO Financial Systems, Inc. ("NCO"), and Co-Defendant
10 Capital One et al. ("Capital One"), violated numerous provisions of the federal Fair Debt
11 Collection Practices Act ("FDCPA"), violated numerous provisions of the Fair Credit
12 Reporting Act ("FCRA"), committed willful and negligent noncompliance pursuant to 15
13 U.S.C. 1681 et seq., and violated Plaintiff's civil rights in their attempts to collect an alleged
14 consumer debt from Plaintiff. Plaintiff alleges he is entitled to statutory damages, actual
15 damages, attorneys fees and costs under the FDCPA and the FCRA.
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19 Bleier & Cox, NCO and Capital One, each deny Plaintiff's allegations and contest
20 Plaintiff's damages claims.
21

22 **B. A brief description of the key legal issues.**
23

24 The primary legal issue is whether Bleier & Cox and NCO committed the alleged
25 conduct and whether the alleged conducted violated the FDCPA, which prohibits debt
26 collectors from engaging in abusive, deceptive, and unfair practices; and whether Capital
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1 One violated the FCRA, which was enacted to ensure accuracy and fairness in credit
2 reporting.

3
4 The key legal issue presented with respect to Plaintiff's claim against Capital One is
5 whether it violated FCRA Section 1681s-2 by failing, after receiving notice of dispute from
6 a credit reporting agency, to conduct a reasonable investigation with respect to information
7 disputed by Plaintiff.
8

9 **C. A discussion of the likelihood of motions seeking to add other parties or claims,**
10 **file amended pleadings, or transfer venue.**
11

12 Bleier & Cox, NCO and Capital One do not anticipate filing an amended pleading
13 adding other parties or moving to transfer venue. Plaintiff reserves the right to file an
14 amended complaint adding additional causes of action and other parties.
15

16 **D. Insurance Coverage:**
17

18 Capital One maintains a blended professional liability insurance policy. Capital One
19 does not expect insurance coverage to impact this litigation. NCO maintains professional
20 liability insurance. NCO does not expect insurance coverage to impact this litigation.
21

22 Bleier & Cox maintains professional liability insurance. Bleier & Cox does not expect
23 insurance coverage to impact this litigation.
24

25 **E. A discussion of discovery and experts pursuant to Rule 26(f).**
26

27 The Parties agree to conduct discovery per the Federal Rules of Civil Procedure
28 guidelines and constraints. The parties believe that any information pertaining to the

1 communication between Plaintiff and Defendants, and each of them, both written and oral,
2 will need to be discovered.

3 Plaintiff desires to limit the number of written discovery requests to a maximum of:
4
5 thirty (30) interrogatories by each party to any other party; thirty (30) request for admissions
6 by each party to any other party; thirty (30) requests for production for documents by each
7 party; and six (6) depositions to be taken by each party, excluding, excluding expert
8 depositions.
9

10
11 1) Plaintiff's discovery will be directed toward all of Bleier & Cox's, NCO's, and
12 Capital One's contacts with Plaintiff. Plaintiff will also conduct discovery into
13 Defendants' affirmative defenses. Plaintiff intends to conduct numerous depositions.
14

15 2) Plaintiff specifically wants the Court to know that he intends to file discovery
16 motions as they are relevant to cross examine/depose all persons that the Defendants Capital
17 One, Bleier & Cox and NCO provide as witnesses, expert witnesses, and or persons having
18 knowledge of any alleged accounts or information or documentation pertinent to this action
19 or to the Plaintiff. Plaintiff also intends to file discovery motions of any matter relevant to
20 the violations of Defendants Capital One, Bleier & Cox and NCO involved in the action,
21 and evidence discovered that may be admissible in trial.
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25 3) Bleier & Cox's discovery will be directed toward Plaintiffs' allegations and
26 damages. Defendant may take depositions and propound discovery.
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1 4) NCO's discovery will be directed toward Plaintiff's allegations and damages.
2 Co-Defendant NCO may take Plaintiff's deposition and propound discovery to Plaintiff.

3 5) Capital One anticipates that it will conduct discovery regarding Plaintiff's
4 FCRA claim, including but not limited to Plaintiff's Capital One account, communications
5 between Plaintiff and Capital One; communications between Plaintiff and any credit
6 reporting agencies; Plaintiff's credit reports; and Plaintiff's claim for damages. Capital One
7 plans to depose Plaintiff. Capital One may depose corporate representatives of the credit
8 reporting agencies if necessary.
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10

11 6) Expert witness disclosures: The parties agree to the time for expert witness
12 disclosures set forth in FRCP 26(a)(2)(C).
13
14

15 7) Electronically stored information: The parties have not identified nor
16 anticipate issues to arise relating to the identification, maintenance and production of
17 electronically stored information. The parties have made no formal agreements relating to
18 this topic.
19

20 8) Discovery conducted thus far: The parties have not yet conducted discovery.
21

22 9) Discovery Limitations: Bleier & Cox, NCO and Capital One intend to file
23 discovery motions to limit the scope of discovery to the facts alleged in this case and to not
24 allow discovery of Bleier & Cox's, NCO's, and Capital One's, respective, employee
25 training program and employee supervision practices which is irrelevant, not likely to lead
26 to admissible evidence, and overly burdensome; or any other protected documents. Bleier
27
28

1 & Cox, NCO, and Capital One, all anticipate the need for a Stipulated Protective Order and
2 Confidentiality Agreement as to any respective account notes or documents which are
3 determined relevant and discoverable. Capital One may move for a protective order
4 regarding certain confidential and proprietary information requested in discovery.
5

6 Plaintiff requests the following discovery limitation: Plaintiff intends to file discovery
7 motions to limit the scope of discovery to the facts alleged in this case and to not allow
8 discovery to go beyond the scope of the complaint, which will not likely to lead to any
9 admissible evidence, and which is overly burdensome; Plaintiff anticipates the need for a
10 Stipulation Protective Order.
11
12

13 **F. A description of any issues which may be resolved by motions for summary**
14 **judgment.**
15

16 Plaintiff, Bleier & Cox, NCO, and Capital One, all believe that liability could be
17 determined in a motion for summary judgment.
18

19 **G. A brief description of settlement discussions to date, and the settlement selection**
20 **pursuant to Local Rule 16.**
21

22 The parties have discussed settlement in good faith and were unable to reach an
23 agreement. The parties consent to use a magistrate judge for a settlement conference.
24

25 **H. A realistic time estimate required for trial and whether it will jury or court.**

26 Plaintiff has requested a jury trial and anticipates a 2or 3 day trial.
27
28

Bleier & Cox, NCO and Capital One are not requesting a jury trial. They anticipate a 2 to 3 day bench trial or a 1 week jury trial if Plaintiff continues to request a jury trial.

I. Proposed dates.

The parties have discussed and agreed on the following dates:

- 1) Fact discovery cut-off = March 16, 2012
- 2) Expert Witness Disclosure = February 30, 2011
- 3) Rebuttal Expert Witness Disclosure = March 23, 2012
- 4) Expert discovery cut-off = April 30, 2012
- 5) Motion hearing date cut-off = May 15, 2012
- 6) Pre-trial conference = May 31, 2012
- 7) Trial = June 11, 2012

J. Any other matters affecting the status of the case.

Defendants request leave for telephonic appearance of their Witnesses at the Settlement Conference.

K. Disclosure By Corporate Parties

Capital One filed the "Certification of Interested Entities or Persons" on July 27, 2011. As stated in the certification, Capital One believes that the following listed persons (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could

1 substantially be affected by the outcome of this proceeding: Capital One Financial
2 Corporation.

3 NCO filed a Corporate Disclosure Statement on June 23, 2011. NCO believes that
4 the following listed persons (i) have a financial interest in the subject matter in controversy
5 or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or
6 in a party that could substantially be affected by the outcome of this proceeding: NCO
7 Financial Systems, Inc., JDR Holdings, Inc., Compass International Services Corporation,
8 NCO Group, Inc.

9 Bleier & Cox filed the "Certification of Interested Entities or Persons" on or about
10 July 13, 2011. As stated in the certification, Capital One believes that the following listed
11 persons (i) have a financial interest in the subject matter in controversy or in a party to the
12 proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could
13 substantially be affected by the outcome of this proceeding: Bleier & Cox, LLP.

14 **L. Patent Cases.**

15 Not applicable.

16 **M. Consent to Magistrate Judge.**

17 Plaintiff does not consent to a magistrate judge other than for the Settlement
18 Conference.

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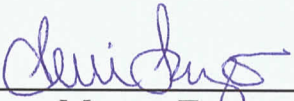
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1 It is so respectfully submitted by:

2 Date: September 19, 2011 DEON THOMAS

3
4
5 Deon Thomas
6 Plaintiff in Pro Per

7 Date: September 19, 2011 THE MOORE LAW GROUP

8
9 
10 Harvey Moore, Esq.
11 Terri Lazo, Esq.
12 Attorneys for Defendant
13 Bleier & Cox, LLP

14 Date: September 19, 2011 SESSIONS, FISHMAN, NATHAN, & ISRAEL LLP

15
16 /s/ Debbie Kirkpatrick
17 Debbie P. Kirkpatrick, Esq.
18 Attorneys for Defendant
19 NCO Financial Systems, Inc.

20 Date: September 19, 2011 DOLL AMIR & ELEY LLP

21 /s/ Hemmy So
22 Hunter R. Eley, Esq.
23 Hemmy So, Esq.
24 Attorney for Defendant
25 Capital One Bank (USA), N.A.
26
27
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CERTIFICATE OF SERVICE

I, Terri Lazo, do hereby certify that on September 19, 2011, a copy of the
forgoing document was sent by electronic mail to:

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